

EXHIBIT A-1

Bank of America



IMPORTANT NOTICE OF CHANGE IN TERMS

Bank of America Corporation and MBNA Corporation are pleased to announce our merger. In bringing the organizations together, we are creating a credit card bank that will provide our customers with a greater range of financial solutions than ever before. We are consolidating our credit card program into one bank: FIA Card Services, N.A. As a result, beginning October 19, 2006 (the "Effective Date"), your Bank of America credit card account will be issued and administered by FIA Card Services, N.A. This document, together with the Supplement To The Notice Of Change In Terms on the enclosed statement, is your new "Credit Card Agreement" and replaces in whole, on the Effective Date, your existing Cardholder Agreement and will apply to all new and outstanding balances. Please read these documents carefully and retain them for your records.

Except for Section 12 and Section 13, all of the changes below will apply to your account as of the first day of your billing cycle that includes the Effective Date. Sections 12 and 13 will apply to your account as of the Effective Date.

As a part of the transition, we will be restructuring your account balances into four balance categories (as newly defined by your Credit Card Agreement): Category A, for Check Cash Advances and Balance Transfers; Category B, for Bank and ATM Cash Advances; Category C for Purchases; and Category D for Other Balances. In some cases we will consolidate existing balances into a single balance category. When we do so, we will honor, or lower, the existing Annual Percentage Rates, including any existing promotional rates or default rates that may be available on this account.

CREDIT CARD AGREEMENT

We reserve the right to change the terms of this Agreement at any time, as further described in the following sections: *Balance Categories* and *We May Amend This Agreement*.

1. YOUR CONTRACT WITH US

Your Agreement with us consists of this Credit Card Agreement and any changes we make to it from time to time. The terms of this Agreement apply to you if any of you applied for and were granted an account, used the account, maintained the account, and/or otherwise accepted the account. You agree to the terms and conditions of this Agreement.

2. WORDS USED OFTEN IN THIS AGREEMENT

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

"Agreement" or "Credit Card Agreement" means this document and any changes we make to this document from time to time.

"APR" means the corresponding Annual Percentage Rate.

The APR corresponds to the Daily Periodic Rate ("DPR") which is calculated by dividing the corresponding APR by 365.

"Card" means all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

"Cash Advance" means the use of your account for a loan obtained:

- (1) at an automated teller machine ("ATM Cash Advance");
- (2) by a transfer of funds initiated by us at your request ("Balance Transfer");
- (3) at any financial institution (e. g ., to obtain cash, money orders, or travelers checks), including overdraft transactions if this account is eligible for and properly enrolled in an overdraft protection program, at any non-financial institution (to obtain cash), or for any payment you make to us that is returned to us unpaid for any reason, including the related finance charges ("Bank Cash Advance");
- (4) by an access check you sign as drawer ("Check Cash Advance").

"Cash Advance" includes Transaction Fees and adjustments associated with any Cash Advance.

"Default Rate" means the APR which may be applied without further notice to your account in certain instances of your default, as described in the section titled, *Default Pricing*.

"Foreign Transaction" means any transaction made in a foreign currency (including, for example, online purchases from foreign merchants).

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances.

"New Balance Total" means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement. To determine the New Balance Total, we start with the total balance at the beginning of the billing cycle, which is the "Previous Balance." Then we subtract payments and credits. Then we add Cash Advances, Purchases and Finance Charges.

"Pay in Full" or "Paid in Full" means payments and credits in a billing cycle totaling at least your previous billing cycle's New Balance Total. In general, Pay in Full must be made by the Payment Due Date in order to get a Grace Period.

"Promotional Rate" means a temporary APR that may be offered on a balance category for a designated time period, and may be subject to other conditions.

"Purchase" means the use of your card or account number to:

- (1) buy or lease goods or services;
(2) buy "Cash Equivalents" (i.e., foreign currency, money orders or travelers checks from a non-financial institution, or wire transfers, out-of-network bill payments made through FIACS's online bill payment service, person to person money transfers, bets, lottery tickets, or casino gaming chips) from any seller other than a financial institution; and
(3) make a transaction that is not otherwise a Cash Advance. "Purchase" includes Account Fees, as well as Transaction Fees and adjustments associated with any Purchase. "We," "us," "our," and "FIACS" mean FIA Card Services, N.A., also known as Bank of America.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections titled, *Your Contract With Us*, *We May Monitor and Record Telephone Calls*, and *Arbitration and Litigation*, and when used in each of the sections relating to payment of this account (e. g., *Your Promise to Pay*, and *How We Allocate Your Payments*). We will use the definitions described under the section heading *Words Used Often in This Agreement* or as otherwise defined in this Agreement. If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement. We use section headings (e. g., *Words Used Often in This Agreement*) to organize this Agreement. The headings are for reference purposes only.

3. BALANCE CATEGORIES

When a Cash Advance or Purchase transaction occurs, we add the amount of the transaction and any associated finance charges, to one of the following balance categories:

Category A - Balance Transfers and Check Cash Advances

Category B - ATM Cash Advances and Bank Cash Advances

Category C - Purchases

Category D - Other Balances

From time to time, we may move certain balances from one category to another (for example, so we can accommodate promotional terms), and we will tell you when we do.

Each balance category has its own APR. All rates are subject to change. In addition to the *Annual Percentage Rate* section, please see how we may change the rates on your account in the section titled, *We May Amend This Agreement*.

4. ANNUAL PERCENTAGE RATES

See Supplement To The Notice Of Change In Terms on the enclosed statement.

5. DEFAULT PRICING

See Supplement To The Notice Of Change In Terms on the enclosed statement.

6. CALCULATION OF PERIODIC RATE FINANCE CHARGES

We calculate Periodic Rate Finance Charges for each balance category by multiplying its Balance Subject to Finance Charge

7. BILLING CYCLE

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

8. WHEN PERIODIC RATE FINANCE CHARGES BEGIN TO ACCRUE

Each new Category A and Category B Cash Advance begins to accrue Periodic Rate Finance Charges on its transaction date. Category A and Category B balances remaining from previous billing cycles accrue Periodic Rate Finance Charges from the first day of the billing cycle. The transaction date for Check Cash Advances and Balance Transfers made by check is the date the check is first deposited or cashed. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Unless subject to a Grace Period, each new Category C Purchase and each new Category D Other Balance begins to accrue Periodic Rate Finance Charges on its transaction date or the first day of the billing cycle, whichever date is later. Unless subject to a Grace Period, Category C balances and Category D balances remaining from previous billing cycles accrue Periodic Rate Finance Charges from the first day of the billing cycle.

When applicable, Periodic Rate Finance Charges accrue daily and compound daily on new balances, and balances remaining from previous billing cycles, in each balance category. Periodic Rate Finance Charges will continue to accrue even though you have paid the full amount of any related balances in a balance category because we include any accrued but unpaid finance charges in the calculation of the Balance Subject to Finance Charge.

Your Payment Due Date will be at least 20 days from your statement Closing Date.

9. GRACE PERIOD

See Supplement To The Notice Of Change In Terms on the enclosed statement for complete terms.

10. CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Categories A and B — Average Balance Method (including new Cash Advances)

We calculate separate Balances Subject to Finance Charge for Category A balances and Category B balances. We calculate the Balance Subject to Finance Charge for each of these balance categories by: (1) calculating a daily balance for each day in the current billing cycle; (2) calculating a daily balance for each day prior to the current billing cycle that had a "Pre-Cycle Cash Advance" balance (a Pre-Cycle Cash Advance is a Cash Advance with a transaction date prior to

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the current billing cycle but with a posting date within the current billing cycle); (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to the current billing cycle that had a Pre-Cycle Cash Advance balance, we take the beginning balance attributable solely to Pre-Cycle Cash Advances (which will be zero on the transaction date of the first Pre-Cycle Cash Advance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle Cash Advances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Categories C and D — Average Daily Balance Method (including new transactions)

See Supplement To The Notice Of Change In Terms on the enclosed statement for complete terms.

11. MINIMUM FINANCE CHARGE

See Supplement To The Notice Of Change In Terms on the enclosed statement for complete terms.

12. TRANSACTION FEE FINANCE CHARGES

See Supplement To The Notice Of Change In Terms on the enclosed statement for complete terms.

13. ACCOUNT FEES

See Supplement To The Notice Of Change In Terms on the enclosed statement for a complete list of fees.

14. OVERDRAFT PROTECTION

If your checking account with Bank of America is linked to this account, this overdraft protection feature will allow funds to be transferred ("overdraft protection transfers") from this account into your designated checking account with Bank of America ("checking account") when transactions occur on your checking account, such as checks or other debits, that if paid would cause the checking account to be overdrawn ("overdraft transactions"). Overdraft protection transfers include automatic transfers to cover checking account fees. Overdraft protection transfers are processed after close of business Monday through Friday and are treated as Category B Cash Advances. Each day's overdraft transactions will be totaled and rounded to the next \$100 (\$25 if you opened your checking account in Washington or Idaho) increment up to your available credit limit, regardless of who initiated the overdraft transactions. For example, if your checking account has a balance of \$1.00 and a check or other debit item for \$125 is presented for payment, which if paid would cause your checking account to be

overdraft, an overdraft protection transfer of \$200 will be made to your checking account and a Bank Cash Advance of \$200 will post to this account. The amount of available credit on this account must be sufficient to cover the total amount of overdraft transactions (received by Bank of America that day) rounded to the next \$100 increment (but excluding any overdraft protection fee); otherwise one or more of the overdraft transactions for that day will be rejected. However, if the available credit on this account is greater than the overdraft transaction amount, but the available credit is insufficient for the overdraft transaction amount to be rounded to the next \$100 increment, then the amount of the overdraft transaction will be rounded to the highest whole dollar amount of your available credit. (And in such an event, the accrued finance charges may result in an Overlimit Fee.) We may permit or refuse to permit any overdraft protection transfer that would cause you to exceed the credit limit on this account; but if we permit it, you may be assessed an Overlimit Fee during the billing cycle in which the transfer occurs. This overdraft protection feature will automatically be cancelled if this account is closed by either you or us, or at any time upon your request. Your overdraft transactions remain subject to the terms of your checking account with Bank of America, any related enrollment agreement, and this Agreement.

15. SIGN YOUR CARD

You should sign your card before you use it.

16. HOW TO USE YOUR ACCOUNT

You may obtain credit in the form of Purchases and Cash Advances by using cards, access checks, your account number, or other credit devices.

17. WE MAY MONITOR AND RECORD TELEPHONE CALLS

You consent to and authorize FIACS, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

18. CREDIT REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Policy. If you believe we have furnished inaccurate or incomplete

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information about you or your account to a credit reporting agency, write to us at: FIA Card Services, N.A., Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

19. PURPOSES FOR USING YOUR ACCOUNT

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling.

20. PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending your card or account number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any purchases, cash advances, balance transfers and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the card. If you cannot retrieve the card, you will remain liable for any transactions that we cannot prevent after you notify us.

21. YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge to your account. If a bank branch or office sponsors your account, you promise to pay it any unpaid account balance it pays us within 30 days.

22. PAYMENTS ON YOUR ACCOUNT

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Your Payment Due Date may vary from month to month. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

See Supplement To The Notice Of Change In Terms on the enclosed statement for additional terms.

23. TOTAL MINIMUM PAYMENT DUE

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment.

See Supplement To The Notice Of Change In Terms on the enclosed statement for additional terms.

24. WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

We credit your payments as of the date received, if the payment is (1) received by 5 p.m. (Eastern Time); (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

25. HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after your latest statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

26. PROMISE TO PAY APPLIES TO ALL PERSONS

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you and one or more persons are responsible to pay any total outstanding balance, we may refuse to release any of you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us at any time under the terms of this Agreement.

27. DEFAULT

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

28. WHEN WE MAY REQUIRE IMMEDIATE PAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the *Arbitration and Litigation* section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

29. OTHER PAYMENT TERMS

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

30. PAYMENT HOLIDAYS AND REDUCED PAYMENT OFFERS

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. If you omit a payment or make a reduced payment, finance charges, applicable fees, and other

regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your finance charges. You must make the reduced payment on time to avoid a late fee. You must resume making your regular Total Minimum Payment Due each month following a payment holiday or reduced payment offer.

31. YOUR CREDIT LIMIT

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time. The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees, loss of Promotional Rates, and Default Pricing.

32. WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LIMIT

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, which could trigger a promotion turn-off event, we may also charge an Overlimit Fee and/or apply Default Pricing as provided in this Agreement.

33. WE MAY AMEND THIS AGREEMENT

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. We may increase or decrease any or all of your APRs. We may increase any or all of your APRs to rates which exceed the Default Rate. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the

amendment became effective. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at anytime.

34. WE MAY SUSPEND OR CLOSE YOUR ACCOUNT

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks or other credit devices on the account when we request.

35. YOU MAY CLOSE YOUR ACCOUNT

You may close your account by notifying us in writing or by telephone, and destroying all cards, access checks or other credit devices on the account. Your obligations under this Agreement continue even after you have done this.

36. TRANSACTIONS AFTER YOUR ACCOUNT IS CLOSED

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

37. REFUSAL TO HONOR YOUR ACCOUNT

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

38. HOW YOU MAY STOP PAYMENT ON AN ACCESS CHECK

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

39. YOU MAY NOT POSTDATE AN ACCESS CHECK

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

40. TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S.

dollar amount in accordance with the operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

41. BENEFITS

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of FIACS. While any benefits or services described in the previous sentence are not a part of this Agreement, any claim or dispute related to any such benefit or service shall be subject to the *Arbitration and Litigation* section of this Agreement. We may adjust, add, or delete benefits and services at any time and without notice to you.

42. WE MAY SELL YOUR ACCOUNT

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

43. YOU MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

44. WHAT LAW APPLIES

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

45. THE PROVISIONS OF THIS AGREEMENT ARE SEVERABLE

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

46. OUR RIGHTS CONTINUE

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

47. UNAUTHORIZED USE OF YOUR CARD

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at (800) 732-9194 and (800) 681-2803 for Spanish.

48. ARBITRATION AND LITIGATION

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief), shall, upon election by either you or us, be resolved by binding arbitration. The arbitrator shall resolve any Claims, including the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, except for any Claim challenging the validity of the Class Action Waiver, which shall be decided by a court.

In addition, we will not choose to arbitrate an individual Claim that you bring against us in small claims court or an equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

Arbitration shall take place before a single arbitrator and on an individual basis without resort to any form of class action.

Arbitration may be selected at any time unless a judgment has been rendered or the other party would suffer prejudice by the delay in demanding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, **www.arb - forum. com**, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone (800) 474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. If you file a claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving

interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general.

You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver).

The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future. This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means *FIA Card Services, N.A.*, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, THIS ARBITRATION SECTION PRECLUDES YOU AND US FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH COURT, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION IF YOU OR WE ELECT TO ARBITRATE.

YOUR BILLING RIGHTS

Keep This Notice for Future Use: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet (or use a copy of the form provided on your bill) at FIA Card Services, N.A., P.O. Box 15026, Wilmington, DE 19850. Write to us as soon as possible. Do not send the notice on or with your payment. We must hear from you no later than 60 days after we sent you the first bill on which the transaction or error appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number; (2) the dollar amount of the suspected error; (3) the posting date of the transaction in question; and (4) a description of the error and an explanation, if you can, of why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive

Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within twenty-five (25) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

Special Rule for Credit Card Purchases: If you have a problem with the quality of the property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(1) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(2) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

F01-C1125

Bank of America, N.A. (USA)

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EXHIBIT A-2



Account Owner: Alphonse F. Calvanese

RE: Account ending in: 5120

The information below related to current Annual Percentage Rates (APRs) and Fees is accurate as of 11/4/09.

CLARITY COMMITMENT™ CREDIT CARD

Bank of America is providing you with this Clarity Commitment™ Credit Card Account Summary. It is intended to provide you with a clear and straightforward description of your Bank of America credit card rates and fees. This summary does not take the place of your Credit Card Agreement. We encourage you to read your Agreement for a more detailed explanation of your account terms and pricing.

Your balances, listed by transaction type (Purchases, Balance Transfers, Cash Advances), your Credit Line and available credit can be viewed on your monthly billing statement or through Online Banking at bankofamerica.com.

SUMMARY OF INTEREST RATES AND PAYMENT INFORMATION

Your monthly statement will show your account balance, minimum payment and payment due date. To keep your account in good standing and avoid late payment fees you are required to make the minimum monthly payment by the due date.

When you carry a balance on your account or take a Cash Advance (Check, Direct Deposit and ATM) or transfer a balance from another creditor (Balance Transfer) you will be charged interest at your Annual Percentage Rate (APR). This rate varies with increases or decreases in the U.S. Prime Rate. This is called a variable rate. The following are your variable rates: for Purchases, 9.24%; for Balance Transfers, 9.24%; and for Cash Advances, 19.99%. If your account has balances at a promotional rate, the promotional Annual Percentage Rates will be identified on your monthly statement.

If you can't pay your balance in full each month, paying more than the monthly minimum can reduce your interest costs. As long as you pay the minimum payment by the due date, your Annual Percentage Rate for existing balances will not be affected.

Beginning February 13, 2010, your Annual Percentage Rates on existing balances can only be raised if you do not make your minimum monthly payment within 60 days of the payment due date. In that instance, we can amend your agreement in order to raise your Annual Percentage Rate for all existing balances and future transactions. If your Annual Percentage Rates are increased because of this reason, your existing balances can return to the original Annual Percentage Rates if, for the next 6 months following the increase, you make your required payments by the due date.

We can also increase your Annual Percentage Rates for future transactions even if you are not 60 days late. We will always provide you with at least 45 days prior notice of any rate increase by sending you an amendment to your Credit Card Agreement.

To help you remember your payment due date, you can use Online Banking at bankofamerica.com to set up payment alerts.

SUMMARY OF FEES

Annual Fee: There is no annual fee for having this account.

Transaction Fees: Some transactions will cause fees depending on how you use your account. These transactions include Balance Transfers, Cash Advances, and all Foreign Transactions. Foreign Transactions are transactions made in foreign currency or charged to your account from outside of the United States. There are no transaction fees for Purchases, other than Foreign Transaction fees. For a complete list of fees that may be applied to your account, please refer to your Agreement.

Late Payment Fee: You have at least 25 days from your statement Closing Date to make your payment. If your payment is received after your due date, you will be charged a Late Payment Fee. This fee is calculated based on your account balance as of your payment due date and will not exceed \$39.

Returned Payment Fee: If your payment is returned for any reason, you will be charged a fee of \$35.

FOR MORE INFORMATION

We're here to answer your questions—day and night. If you have any questions or need assistance with your account, please contact us by calling the toll-free number on the back of your credit card. Our experienced associates are ready to assist you 24 hours a day, seven days a week. For information, videos and demonstrations on avoiding fees and interest expense please visit bankofamerica.com/factsaboutfees.

Thank you for being a valued Bank of America customer.

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P.O. Box 53113

Phoenix, AZ 85072-3113

****AUTO**

Alphonse F. Calvanese

393 Green Hill Rd.

Longmeadow, MA 01106-2943

**Important Amendments to Your Bank of America Credit Card Agreement and
Introducing Your Clarity Commitment™**

EXHIBIT A-3



December 2009

RE: Your account ending in 5120

We want you to know how the new legislation may affect you beginning in 2010.

Dear Alphonse F. Calvanese:

As our customer, we want you to know how you may be affected by the Credit Card Accountability, Responsibility and Disclosure (CARD) Act, which goes into effect in February 2010. Changes resulting from the Act are intended to make it easier for you to manage your account.

Below, we have provided a brief summary of some of the changes we are making to your account. Please refer to the enclosed page titled *Amendments to Your Credit Card Agreement* for complete details and effective dates.

- **Your rate for existing balances will no longer be raised for being a few days late with your payment.** If your payment is received after your due date, you will still be charged a late payment fee.
- **Beginning February 13, 2010, your Annual Percentage Rates (APRs) on existing balances can only be raised if you do not make your minimum monthly payment within 60 days of the payment due date.** In that instance, we can amend your agreement in order to raise your Annual Percentage Rates for all existing balances and future transactions. If your Annual Percentage Rates are increased because of this reason, your existing balances can return to the original Annual Percentage Rates if, for the next 6 months following the increase, you make your required payments by the due date. To help you remember your payment due date, you can use Online Banking at bankofamerica.com to set up payment alerts.

We can also increase your Annual Percentage Rates for future transactions even if you are not 60 days late. We will always provide you with at least 45 days prior notice of any rate increase by sending you an amendment to your Account Agreement.

- **Any amounts you pay over the minimum payment will now be used to pay down balances with the highest Annual Percentage Rate.** Here's how it works. Let's say you have a credit card account with two balances. The first balance has a promotional Annual Percentage Rate of 4.99%. The second balance has an Annual Percentage Rate of 14.99%. If your minimum payment is \$100 and you pay \$125, the extra \$25 is applied to the higher rate balance.
- **For your convenience, your payment date will always fall on the same date each month and will be at least 25 days from the closing date printed on your statement.**

We appreciate your business and look forward to continuing to meet your credit card needs. If you have any questions or need assistance with your account, please contact us by calling the toll-free number on the back of your credit card. Our experienced associates are ready to assist you 24 hours a day, seven days a week. To access your account online, please visit bankofamerica.com and click on the Online Banking button. We encourage you to read the enclosed Clarity Commitment™, our clear and straightforward summary of your credit card rates and fees.

For information, videos and demonstrations on avoiding fees and interest expense please visit bankofamerica.com/factsaboutfees.

Sincerely,

Richard K. Struthers
President, Global Card Services

Also for your protection, in March 2009 we added an expiration date to the Access Checks we periodically send to our customers. Any checks with no expiration date will not be honored after January 15, 2010. Please destroy all old or expired Access Checks.

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December 2009

We are changing the terms of your Credit Card Agreement ("Agreement") as described below.

Terminology Change:

Throughout your Agreement where we use the term "finance charge" to refer to interest based on the application of a periodic rate, we will now just use the word "interest" or "interest charge(s)." You will see this change in future correspondence you receive from us.

AMENDMENTS TO YOUR CREDIT CARD AGREEMENT

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

ELIMINATION OF DEFAULT PRICING

What Is Happening:

We are deleting the Default Pricing section of your Agreement. This means that your rate for existing balances will no longer be raised for being a few days late with your payment.

This action will not result in a change to your current Annual Percentage Rate (APR). If any of your current APRs are Default Rates, those APRs will remain eligible for a potential APR decrease unless at some point you fail to make a payment within 60 days of the payment due date. Additionally, if, as of the effective date, any Default Rates are in effect on your account we are changing all "Default Pricing" references in your Agreement to "Penalty Pricing." In the future, if we change your APRs, we will do so pursuant to the section of your Agreement titled "WE MAY AMEND THIS AGREEMENT." That section is also included in this notice.

Amendment to Your Credit Card Agreement:

Effective as of February 13, 2010, we are amending your Agreement to remove the section titled *Default Pricing* and the definition of Default Rate in the section titled *Words Used Often In This Agreement*. However, if as of the effective date, your current APR is a Default Rate, the following will apply:

Penalty Pricing: If, as of the effective date, any of your current APRs are at a Penalty Rate, those rates will remain in effect until you make each Total Minimum Payment Due by its Payment Due Date and do not exceed your credit limit for 6 consecutive billing cycles starting with the first billing cycle after the Penalty Rate is in effect. At that time we will lower the margin for each of these variable APRs by at least two percentage points. These will be your new Standard Rates. Notwithstanding this provision, we reserve the right to increase your APRs pursuant to the section of your Agreement titled *We May Amend This Agreement*. "Penalty Rate" means the APRs which may be applied to Purchases, Balance Transfers, and Cash Advances in certain instances of your default.

VARIABLE RATE INFORMATION

What Is Happening:

We are changing the time period within which we evaluate the prime rate applicable to your variable rates. We are not changing the index, which will continue to be the U.S. Prime Rate. We will now select the highest prime rate that appears in *The Wall Street Journal* on the last publication day of each month rather than the highest prime rate within the most recent three month period. The prime rate will continue to be selected at the end of each month, and applied to all balances in the same billing cycle as when selected; those balances may include transactions made before the new prime rate is selected.

Amendment to Your Credit Card Agreement:

Effective on the first day following your statement Closing Date in March 2010 we are replacing the section of your Agreement titled *Variable Rate Information* with the following:

VARIABLE RATE INFORMATION

We will use the following variable rate formula for any variable rates on your account. All variable rates are calculated by adding together an index and a margin.

This index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last publication day of each month. As of October 30, 2009, this index is 3.25%.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

Over, please.
Page 1

ADDITIONAL GRACE PERIOD FOR PURCHASES

What is Happening:

In addition to your existing Grace Period, which is not changing, we are adding a provision that provides for an additional interest-free period for portions of your Purchase balance, based on timely payments in a billing cycle in which you transition from having paid in full in the previous billing cycle to a billing cycle in which you do not pay in full. Those portions of your Purchase balance eligible for this Grace Period will be excluded from the Balance Subject to Finance Charge.

Amendment to Your Credit Card Agreement:

Effective as of February 13, 2010, we are amending your Agreement to add the following paragraph at the end of the section titled *Grace Period*:

If during the previous billing cycle you Paid in Full by the Payment Due Date, then in the current billing cycle you will have a Grace Period on the amount of the Purchase balance remaining from the previous billing cycle that is paid by the Payment Due Date, based on our payment allocation method.

PAYMENT DUE DATES

What is Happening:

We have changed our billing practices to ensure that you will always have at least 25 days from your statement Closing Date until the next payment due date.

Amendment to Your Credit Card Agreement:

We have amended the last sentence of the section of your Agreement titled *When Finance Charges Begin To Accrue* as follows:

Your Payment Due Date will be at least 25 days from your statement Closing Date.

OUR RIGHTS TO AMEND YOUR AGREEMENT

What is Happening:

In accordance with changes in federal law, we are restating this section of your Agreement to more clearly reflect the circumstances under which we may amend your Agreement including raising Annual Percentage Rates (APRs) on existing balances.

Amendment to Your Credit Card Agreement:

Effective as of February 13, 2010, we are amending your Agreement to replace the section titled *We May Amend This Agreement* with the following:

WE MAY AMEND THIS AGREEMENT

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. We may increase or decrease any or all of your APRs, including any promotional APRs. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time.

The reasons we may change the terms of this Agreement include the following: your risk profile based on your payment patterns, transaction patterns, balance patterns, and utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and relationships between each and all of these measures of risk. We may also change terms for reasons not related to your individual credit history, such as overall economic and market trends, product design, and business needs. APR increases will not impact existing balances unless you are more than 60 days late with a payment.

If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

HOW WE WILL ALLOCATE PAYMENTS

What Is Happening:

We are changing how we apply payments made on your account. Payments in excess of the Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

Amendment to Your Credit Card Agreement:

Effective as of February 13, 2010, we are amending your Agreement to replace the section titled *How We Allocate Your Payments* with the following:

HOW WE ALLOCATE YOUR PAYMENTS

If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

PAYMENT CUTOFF TIME

What Is Happening:

We are changing our payment cutoff times for mailed payments from 5 p.m. Eastern to be 5 p.m. local time at the address shown on the remittance slip attached to your statement.

Amendment to Your Credit Card Agreement:

Effective as of February 13, 2010, we are amending your Agreement to replace the section titled *When Your Payment Will Be Credited To Your Account* with the following:

WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance slip on the front of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

Important Notice Regarding Access Checks: From time to time we may provide you with access checks that you may use to access your available credit on this account. All access checks include an expiration date printed at the top. We will honor access checks received for payment before the expiration date printed on the check, provided your account is open and in good standing, with available credit. Beginning on January 15, 2010, all old access checks without a printed expiration date will not be honored.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

EXHIBIT A-4



June 2010

RE: Your credit card account ending in 6841

Dear Alphonse F Calvanese:

At Bank of America®, we are committed to providing you with clear, timely information you can use to make decisions about your account. You have asked for more clarity in our communications, and we want to ensure you understand the enclosed changes we are making to your Credit Card Agreement. These changes are referred to as Amendments.

Please carefully review the second page titled *Amendments to Your Credit Card Agreement* for complete details and the dates these changes go into effect. We have also included a summary paragraph ("What Is Happening") directly above each Amendment.

Below is a brief summary of the changes to your Credit Card Agreement:

- **Cash Advance Fees for overdraft amounts less than \$10 will be eliminated:** If your credit card is linked to a Bank of America checking account for overdraft protection, we will no longer charge a fee if the overdrawn amount is less than \$10.
- **Arbitration will no longer be used to resolve new disputes:** We are removing the Arbitration section from your Credit Card Agreement. This does not affect your rights if you think there is an error on your statement; please refer to the section titled *Your Billing Rights* included in this notice.

You will also find enclosed the following information:

- **Your Billing Rights:** This annual notice explains your rights and our responsibilities if you choose to dispute a charge on your bill. Information about disputing a charge is also available on the back of your statement.
- **Annual Privacy Notice:** This enclosed insert entitled "*Bank of America Privacy Policy for U.S. Consumers 2010*" explains how we collect and manage information about you and how you can limit the sharing of that information.
- **As a reminder, for your security, safeguards against illegal transactions are in place:** Transactions in countries that are subject to certain economic sanctions or other restrictive measures (such as Iran and Sudan) will be blocked. Additional information and a full list of countries can be found at www.treas.gov/ofac.

For each account you have with us (including closed or inactive accounts), you will receive a copy of the privacy policy and other relevant notices.

We're here to answer your questions —day and night. If you have any questions or need assistance with your account, please contact us by calling the toll-free number on the back of your credit card. Our experienced associates are ready to assist you 24 hours a day, seven days a week. To access your account online, please visit bankofamerica.com.

We truly appreciate your business and look forward to continuing to meet your credit needs. Thank you for being a valued Bank of America customer.

Sincerely,

A handwritten signature in black ink, appearing to read "Beverly B. Ladley".

Beverly B. Ladley
Borrowing Products Executive
Bank of America

June 2010

AMENDMENT(S) TO YOUR CREDIT CARD AGREEMENT

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

OVERDRAFT PROTECTION AMENDMENT

What Is Happening:

Cash Advance Fees for overdraft amounts less than \$10 will be eliminated. If your account is linked to a Bank of America checking account for overdraft protection, we will no longer charge a fee if the overdrawn amount is less than \$10.

Amendment to Your Credit Card Agreement:

Effective as of August 7, 2010, we will not assess an Overdraft Protection Cash Advance fee for any overdraft protection transfer from this account to a linked Bank of America checking account, if we determine that your checking account is overdrawn by a total amount less than \$10, after we finish processing for the day.

Please note: Overdraft transactions of \$10 or more will continue to be assessed the Overdraft Protection Cash Advance fee for each such Cash Advance. This change does not affect how we otherwise process overdraft protection transfers, as described in your Agreement.

ARBITRATION AMENDMENT

What Is Happening:

Arbitration will no longer be used to resolve new disputes arising under your Agreement, or any claim or dispute related to benefits or services provided in connection with this account. As a result, we are amending your Agreement to remove the section titled *Arbitration and Litigation* and to remove references to Arbitration and Litigation in the sections titled *When We May Require Immediate Repayment and Benefits*.

Amendment to Your Credit Card Agreement:

Effective immediately, we are removing the section of your Agreement titled *Arbitration and Litigation* and the references to Arbitration and Litigation in the sections titled *When We May Require Immediate Repayment and Benefits*. Those sections are reprinted below, as amended:

WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of all or any portion of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your Account for collection to an attorney who is not our salaried employee. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later or continued default.

BENEFITS

We may offer you certain benefits and services with your Account. Unless expressly made a part of this Agreement, any such benefits or services are not part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of Bank of America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Notice regarding limitations on permissible use of your account:

You may not use your account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Use of your card in those countries, or other jurisdictions as may be determined by FIA Card Services, will be blocked.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

YOUR BILLING RIGHTS

Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Bank of America Corporation
P.O. Box 15026
Wilmington, DE 19850

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Bank of America Corporation
P.O. Box 15026
Wilmington, DE 19850

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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Electronic Service Requested



Bank of America

P.O. Box 53113
Phoenix, AZ 85072-3113

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1812-781-00/0171

Alphonse F Calvanese
393 Green Hill Rd
Longmeadow, MA 01106-2943

EXHIBIT A-5



November 2010

RE: Your credit card account ending in 6841

Dear Alphonse F Calvanese:

At Bank of America, we are committed to providing you with clear information about your account. Enclosed are details about recent changes we are making to your Credit Card Agreement. Please carefully review the page titled *Amendments to Your Credit Card Agreement* for complete details and the dates these changes go into effect.

Below is a brief summary of changes to certain fees and terms of your Credit Card Agreement. For your convenience, we have included the previous terms as well as the new terms. Depending on how you manage your account, these changes will result in a reduction in fees, as shown below.

Changes to Your Account Fees (see enclosed for complete details):

- **Late Payment Fee** – If your total minimum payment is not received by your Payment Due Date, you will be charged a fee.

Previous Terms

\$15 for balances \$100 or less

\$29 for balances from \$100.01 through \$250

\$39 for balances \$250.01 and greater

New Terms

\$0 for balances \$100 or less

\$25 if you have not been late in the previous six billing cycles

\$35 if you have been late in the previous six billing cycles

The Late Payment Fee will not exceed the total minimum payment that was due.

-
- **Returned Payment Fee** – If your payment is returned for any reason, you will be charged a fee.

Previous Terms

\$35 per returned payment

New Terms

\$25; however, it will not exceed the total minimum payment that was due.

-
- **Returned Access Check Fee** – If you make a transaction with an access check, and we return the access check unpaid for any reason, you will be charged a fee.

Previous Terms

\$35 per returned check

New Terms

\$25; however, it will not exceed the dollar amount of the access check.

Changes to Optional Service for Bank of America Checking Account Customers (see enclosed for complete details):

- **Overdraft Protection Cash Advance Fee** – If you have a Bank of America checking account linked to this credit card through our Overdraft Protection service and make a transaction that overdraws your checking account by more than \$10, you will be charged a fee for each Overdraft Protection Cash Advance transaction.

Previous Terms

3% of the transaction amount, minimum **\$10**

New Terms

\$10 per Overdraft Protection Cash Advance transaction

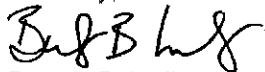
Changes to Your Account Terms (see enclosed for complete details):

Recurring Preauthorized Transactions – Beginning in November 2010, if we issue you a new card with a different account number or expiration date, we may attempt to make information available to any merchant you have authorized to charge recurring transactions to your credit card (such as cable or internet service). This will help ensure your recurring transactions are not interrupted; however, you should still provide the merchant with your new account information.

If you have any questions or need assistance with your account, please contact us by calling the toll-free number on the back of your credit card. Our experienced associates are ready to assist you 24 hours a day, seven days a week. To access your account online, please visit bankofamerica.com/onlinebanking.

We truly appreciate your business and look forward to continuing to meet your credit needs. Thank you for being a valued Bank of America® customer.

Sincerely,



Beverly B. Ladley
Card Products Executive
Bank of America



Alphonse F Calvanese

RE: Your credit card account ending in 6841

Important Changes to Your Account Terms

The following is a summary of changes that were made to your account terms. These changes were effective on August 22, 2010. For more detailed information, please refer to the page titled *Amendments to Your Credit Card Agreement*.

Revised Terms as of August 22, 2010	
Late Payment Fee	Up to \$35
Returned Payment Fee	Up to \$25
Returned Access Check Fee	Up to \$25
Overdraft Protection Cash Advance Fee	\$10

Overdraft Protection is an optional service provided for Bank of America checking account customers.

AMENDMENTS TO YOUR CREDIT CARD AGREEMENT

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

LATE PAYMENT FEE

What You Should Know:

If your total minimum payment is not received by your Payment Due Date, you will be charged a Late Fee. The Late Fee will be \$25 if you have not been late in the previous six billing cycles; \$35 if you have been late within the previous six billing cycles. The Late Fee will not exceed the total minimum payment that was due. If your balance is \$100 or less on the Payment Due Date, we will not assess a Late Fee.

Amendment to Your Credit Card Agreement:

Effective as of August 22, 2010, a Late Fee of \$25 will be assessed if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. If a Late Fee was assessed any time in the prior six billing cycles, then the amount of the Late Fee will be \$35. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. If your balance is \$100 or less on the Payment Due Date, we will not assess a Late Fee.

RETURNED PAYMENT FEE

What You Should Know:

If your payment is returned to us unpaid for any reason, you will be charged a fee of \$25. The Returned Payment Fee will not exceed the total minimum payment that was due.

Amendment to Your Credit Card Agreement:

Effective as of August 22, 2010, a Returned Payment Fee of \$25 will be assessed if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment). The Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee.

RETURNED ACCESS CHECK FEE

What You Should Know:

If you make a transaction with an access check and we return the access check unpaid for any reason, you will be charged a fee of \$25. The Returned Access Check Fee will not exceed the dollar amount of the access check.

Amendment to Your Credit Card Agreement:

Effective as of August 22, 2010, a Returned Access Check Fee of \$25 will be assessed if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment. The Returned Access Check Fee will not exceed the dollar amount of the access check.

OVERDRAFT PROTECTION CASH ADVANCE FEE

What You Should Know:

If you have a Bank of America checking account linked to this credit card to provide Overdraft Protection and make a transaction that overdraws your checking account by more than \$10, you will be charged an Overdraft Protection Cash Advance Fee of \$10. This fee applies only if you are currently enrolled in our optional Overdraft Protection service or choose to enroll in the future, and it applies to each linked checking account.

Amendment to Your Credit Card Agreement:

Effective as of August 22, 2010, you will be charged a \$10 fee for each Overdraft Protection Cash Advance, if your account is overdrawn by a total amount greater than \$10 after we finish processing for the day.

RECURRING PREAUTHORIZED TRANSACTIONS

What You Should Know:

Beginning in November 2010, if we issue you a new card with a different account number or expiration date, we may attempt to make information available to any merchant you have authorized to charge recurring transactions to your credit card (such as cable or internet service). This will help ensure your recurring transactions are not interrupted; however, you should still provide the merchant with your new account information.

Amendment to Your Credit Card Agreement:

Effective as of November 7, 2010, we are adding the following section to your Credit Card Agreement titled *Recurring Preauthorized Transactions*.

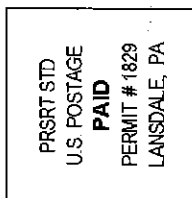
Recurring Preauthorized Transactions

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your credit card on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to a merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. There will be circumstances where you will have to contact the merchant.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

CJ06686130-86198980



Electronic Service Requested



*****ECRWSH**C-022

0911-998-00/0132

Alphonse F Calvanese
393 Green Hill Rd
Longmeadow, MA 01106-2943



P.O. Box 53113
Phoenix, AZ 85072-3113

EXHIBIT A-6



Alphonse F Calvanese

Credit card ending 6841

Date
April 2011

Account Information
bankofamerica.com

Summary Page
Page 1 of 2

Alphonse F Calvanese

We're changing some of the terms of your Credit Card Agreement.

We're summarizing the changes below, but be sure to review the detailed explanation in the *Amendments to your Credit Card Agreement* (enclosed). You'll see changes go into effect as of June 25, 2011. We're also including the annual Privacy and Billing Rights notices.

You may get more than one copy of this notice. We're providing this information for each account you have with us.

Summary of what's changing

We are not increasing your current Annual Percentage Rates (APRs). We are adding a Penalty APR to your account; however, as long as you continue to pay on time you will avoid the Penalty APR. If you pay late we may charge a Penalty APR on new transactions.

Your existing balances will not be subject to the Penalty APR.

If the Penalty APR is applied to new transactions as a result of a late payment:

- We will notify you 45 days in advance of the increase.
- You can avoid the Penalty APR by not using your account for new transactions.
- We will review your account periodically to determine if the Penalty APR can be reduced.

As a reminder, any amount you pay over the minimum payment will be used to pay down your balances with the highest APRs first.

Your statement will now show four categories of transactions. In addition to Purchases and Balance Transfers, your statement will show Bank Cash Advances and a new category called Direct Deposit and Check Cash Advances. See the table on the reverse side for more details.

There's a limit on certain cash transactions. Initially, the maximum amount available for Bank Cash Advances will be 30% of your total credit line. This limit is called the Cash Credit Line. We'll continue to review the credit lines assigned to your account.

Sign up for alerts and reminders. You can avoid being late by setting up payment and balance alerts at bankofamerica.com/onlinebanking. (Alerts are not available for accounts in Washington and Idaho.)

Example: Cash Credit Line
Let's assume a customer has a total credit line of \$6,000. They can use up to 30% (\$1,800) for Bank Cash Advances.

\$6,000 total credit line
X .3
\$1,800 cash credit line

See your statement for your specific credit line.

What you need to do

Carefully review the following documents for more details on these changes and other information about your account (enclosed):

- *Amendments to your Credit Card Agreement* explains what's changing in your credit card terms and when.
- *Your Billing Rights* describes how we'll work with you to resolve any billing disputes.
- *U.S. Consumer Privacy Notice* explains how we collect and manage information about you and how you can limit what information is shared.

Questions?

Please call us at the toll-free number on your statement or the back of your credit card.

The following categories will appear on your first statement on or after June 25, 2011For a detailed explanation, see the *Amendments to your Credit Card Agreement*.

APR CATEGORIES	INCLUDES
Purchases	<ul style="list-style-type: none"> • Buying or leasing goods or services • Applicable fees
Balance Transfers	<ul style="list-style-type: none"> • Transferring funds to pay off debt to another creditor • Applicable fees
Direct Deposit and Check Cash Advances (new category)	<ul style="list-style-type: none"> • Check Cash Advance - writing an access check • Direct Deposit - funds transfer to a deposit account initiated at the customer's request • Applicable fees
Bank Cash Advances	<ul style="list-style-type: none"> • ATM Cash Advance • Over the Counter (OTC) Cash Advance - cash, money orders, wire transfers or traveler's checks from any financial institution or cash from a non-financial institution • Same-Day Online Cash Advance - an online funds transfer to a deposit account • Overdraft Protection Cash Advance - a funds transfer to a deposit account as part of an overdraft protection program • Cash Equivalents - money orders or foreign currency from a non-financial institution, or bets, lottery tickets, casino chips, bail bonds, or person-to-person money transfers • Returned Payment including interest charges • Applicable fees

Annual Percentage Rate

Your APRs are not increasing as a result of this notice. Your current non-promotional APR for Cash Advances will be applied to the categories:

- Direct Deposit and Check Cash Advances
- Bank Cash Advances

These categories, and your specific APRs, will appear on your first statement on or after June 25, 2011.

Reminder about Overdraft Protection

If you linked your checking account to this credit card for Overdraft Protection, the funds we transfer to cover the overdraft are considered Bank Cash Advances and will be subtracted from your Cash Credit Line.



Alphonse F. Calvanese

Credit card ending 6841

Date
April 2011Account information
bankofamerica.com

Important Change to Your Account Terms

The following is a summary of a change that we are making to your account terms. This change will take effect on June 25, 2011. For more information on this and other changes, see *Amendments to your Credit Card Agreement*.

Revised Terms as of June 25, 2011	
Penalty APR and When it Applies	<p>Up to 29.99%, based on your creditworthiness.</p> <p>This Annual Percentage Rate (APR) will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to new transactions on your account if you:</p> <ul style="list-style-type: none"> • Make a late payment <p>How long will the Penalty APR apply?</p> <p>If your APRs are increased for this reason, the Penalty APR will apply indefinitely.</p>

Note

How we calculate the Penalty APR

Variable APRs are the sum of the Prime Rate and the margin.

Prime Rate (moves up or down) + Margin = Variable APR

Example

Prime Rate (as of February 28, 2011)		3.25%
Margin (based on your creditworthiness)	+	up to 26.74%
Penalty APR	=	29.99%

If the Prime Rate changes

Your Penalty APR will not exceed 29.99%.

AMENDMENTS TO YOUR CREDIT CARD AGREEMENT



Alphonse F Calvanese

Credit card ending 6841

Account Information
bankofamerica.com

April 2011

Amendments
Page 1 of 3

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

PENALTY APR AND WHEN IT APPLIES

What You Should Know:

If you pay late, we may charge a Penalty Annual Percentage Rate (APR). If this happens, we will notify you 45 days in advance. The Penalty APR would only apply to new transactions, not to your existing (protected) balances.

Amendment to Your Credit Card Agreement:

Effective June 25, 2011, we are adding the following sections to your Credit Card Agreement.

PENALTY APR AND WHEN IT APPLIES

The Penalty APR is the APR(s) which may be applied to new Purchases, Balance Transfers, and Cash Advances, for certain default occurrences as described below.

We may increase the APRs on new transactions up to the Penalty APR, based on your creditworthiness, each time a Total Minimum Payment Due is not received by its applicable Payment Due Date. We may elect to set your APRs for Purchases, Balance Transfers, Direct Deposit and Check Cash Advances, and Bank Cash Advances to different Penalty APRs. We will provide you with a minimum of 45 days' advance notice. An increased Penalty APR will remain in effect indefinitely.

Penalty APRs are variable rates calculated using the variable rate formula with a margin of up to 26.74 percentage points; this currently results in an APR of 29.99% (0.082164% DPR). The calculated Penalty APR using this variable rate formula will not exceed 29.99%.

RATES FOR PROTECTED BALANCES

When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

HOW TO CALCULATE VARIABLE RATES (formerly titled Variable Rate Information)

Variable Rates are calculated by adding together an index and a margin. The applicable margins are disclosed in the section of your Credit Card Agreement titled *Interest Rates - Annual Percentage Rates (APRs)*.

This index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last publication day of each month. The index used to calculate these variable rates is 3.25% and was published on February 28, 2011.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

TYPES OF TRANSACTIONS

What You Should Know:

We are renaming some of the types of transactions that may post to your account. Your statement will now show four categories of transactions, each with a separate APR. We are not increasing any APRs nor are we impacting any existing promotional rates or transaction fees.

Amendment to Your Credit Card Agreement:

Effective June 25, 2011, we are replacing the existing Cash Advance definition in your Credit Card Agreement with the following:

Amendments
Page 2 of 3

A **Cash Advance** means the use of your account for a loan in the following ways:

1. **Direct Deposit:** by a transfer of funds via an ACH (Automated Clearing House) transaction to a deposit account initiated by us at your request. A Direct Deposit does not include an Overdraft Protection Cash Advance or a Same-Day Online Cash Advance.
2. **Check Cash Advance:** by an access check you sign as drawer.
3. **Bank Cash Advance:** by loans accessed in the following manner:
 - **ATM Cash Advance:** at an automated teller machine;
 - **Over the Counter ("OTC") Cash Advance:** at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks) or at any non-financial institution to obtain cash;
 - **Same-Day Online Cash Advance:** by a same-day online funds transfer to a deposit account;
 - **Overdraft Protection Cash Advance:** by a transfer of funds to a deposit account pursuant to an overdraft protection program (see the section of your Credit Card Agreement titled *Overdraft Protection*);
 - **Cash Equivalents:** by the purchase of foreign currency, money orders or travelers checks from a non-financial institution, person-to-person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds with your card;
 - **Returned Payment:** for any payment you make to us that is returned to us unpaid for any reason, including the related interest charges.

Cash Advances include Transaction Fees and adjustments associated with any Cash Advance.

All Bank Cash Advances are subject to the Cash Credit Line. For more information on credit lines, please refer to the section within this notice titled *Credit Availability*.

CREDIT AVAILABILITY

What You Should Know:

We are introducing a separate credit limit for Bank Cash Advances (as defined in this notice under the heading *Types of Transactions*). Initially, the portion of credit available for Bank Cash Advances will be 30% of your Total Credit Line as of June 25, 2011. This Cash Credit Line will appear on your billing statements that are created on or after June 25, 2011. Also, we clarified the section that addresses our right to refuse transactions on your account.

Amendment to Your Credit Card Agreement:

Effective June 25, 2011, in order to implement the Cash Credit Line, we are replacing the existing sections of your Credit Card Agreement titled *Your Revolving Line*, *What We May Do If You Exceed Your Revolving Line*, and *Refusal To Honor Your Account* with the following:

YOUR REVOLVING LINES

This credit card has no pre-set spending limit. This does not mean that all transactions will be approved. We will consider transactions for approval on an individual basis, including transactions in excess of the revolving line. Your revolving line, which may also be referred to as your Total Credit Line and Cash Credit Line, is disclosed to you when you receive your card and, generally, on each monthly statement. The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. The amount of credit available in your Cash Credit Line will never exceed the amount of credit available in your Total Credit Line.

We may change your revolving lines from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including credit reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR REVOLVING LINES

The no pre-set spending limit feature does not mean that all transactions will be approved. All transactions will be considered on an individual basis, including those exceeding your revolving lines.

Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a revolving line, we may: (1) permit the transaction without raising your revolving line; or (2) refuse to permit the transaction.

Amendments
Page 3 of 3

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

REFUSAL TO HONOR YOUR ACCOUNT

We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

OVERDRAFT PROTECTION

What You Should Know:

We are modifying terms in the section of your Credit Card Agreement titled *Overdraft Protection*. **Keep in mind that Overdraft Protection Cash Advance transactions will now be subject to the Cash Credit Line.**

Amendment to Your Credit Card Agreement:

Effective June 25, 2011, we are making the following changes to the section of your Credit Card Agreement titled *Overdraft Protection*:

- We are replacing the words "credit limit" with "Cash Credit Line."
- We are replacing the words "available credit" with "Portion of Credit Available for Cash."

EQUAL CREDIT OPPORTUNITY ACT NOTICE

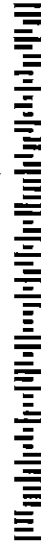
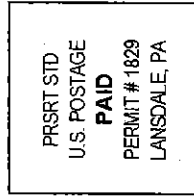
The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

CU0489519-33010489763-243



P.O. Box 53113
Phoenix, AZ 85072-3113

Electronic Service Requested



*****ECRWSH**C-022

1597-635-00/0173

Alphonse F Calvanese
393 Green Hill Rd
Longmeadow, MA 01106-2943

Important Consumer Notices and Other Changes to Your Bank of America ® Credit Card Account

EXHIBIT A-7



ALPHONSE F CALVANESE
393 GREEN HILL RD
LONGMEADOW MA 01106-2943

To: Alphonse F Calvanese
From: Customer Satisfaction
Department
Date: August 2, 2011
Subject: Account Information
Account No. 6841
ending in:

Thank you for being a valued customer. The purpose of this letter is to disclose the terms and conditions of the above referenced account, as well as highlight the wide range of benefits available to you. Such benefits include:

- **Global Acceptance** - Your card is welcome at millions of locations-overseas, at home, or online-including resorts, restaurants, jewelry shops, grocery stores, gas stations, and Internet retailers.
- **Customer Satisfaction** - Call us anytime, day or night-or visit us online. Rest assured that you will receive the highest level service in the industry, which includes additional cards for family members or others you trust; quick decisions on credit line increase requests; quick replacement of lost or stolen cards; merchant dispute advocacy; electronic scheduling of your credit card payment; and the list goes on and on. Please refer to your Credit Card Agreement for a comprehensive listing of your account benefits.
- **Internet Access** - Get up-to-the minute information about your account anytime-in a safe, highly secured environment-by visiting us online. You can find your account specific Web site address on your most recent statement.
- **Security** - Use your credit card with complete confidence. Our Zero Liability Fraud Protection ensures that you will not be responsible for fraudulent purchases.
- **Cash Access** - Have cash at your fingertips, whenever and wherever you need it. Your account offers you fast access up to your available cash credit line by using credit card access checks, by visiting ATMs or financial institutions worldwide, or having emergency cash wired to you anywhere in the world.
- **Balance Transfers** - It's easy to pay off other credit card accounts. Visit us online at www.bankofamerica.com to see if you qualify to transfer higher-rate balances to this account.

This account is issued and administered by FIA Card Services, N.A.

ACCOUNT RENEWAL NOTIFICATION

All account terms are governed by the Credit Card Agreement. All terms including fees and the APRs for new transactions may change in accordance with the Agreement and applicable law. We may change them based on a change in regulation or legislation, or a change in the interpretation of a regulation or legislation, information in your credit report, market conditions, business strategies, or for any reason.

INTEREST AND FEES

INTEREST RATES - ANNUAL

PERCENTAGE RATES (APRs)

This section provides the interest rates, also referred to as corresponding Annual Percentage Rates (APRs), which are applicable to your account. The APR corresponds to the Daily Periodic Rate (DPR) and is calculated by multiplying the DPR by 365. Interest charges are calculated by using the DPR. If your rate is a variable rate, we calculate that rate by adding together an index and a margin. For more information on variable rates, please refer to the *How to Calculate Variable Rates* section within this Agreement.

Promotional Rates and Fees

Promotional or Introductory Offers are temporary APRs (Promotional or Introductory Rates) or transaction fees (Promotional or Introductory Fees) that are offered on certain qualifying new transactions for a specified period of time. Each Offer will be assigned a unique Offer ID which will appear on your credit card statement after the first qualified new transaction for that Offer.

Your account has the following Promotional Offers:

Balance Transfers:

Promotional Offer ID: **BKSV-NX53M**

The Promotional APR is **0.00%** (0.000000% DPR).

This Promotional Offer applies to Balance Transfers, Direct Deposit Cash Advances and Check Cash Advances bearing this Promotional Offer ID (each is an "eligible transaction" for this Promotional Offer).

This Offer applies to eligible transactions posting to your account beginning the first day following your statement Closing Date in June 2011 through August 14, 2011. This Promotional APR ends on your statement Closing Date in April 2012. Direct Deposits and Check Cash Advances bearing Offer ID BKSV-NX53M that receive this Promotional Offer will post to your account as Balance Transfers.

When this Promotional APR ends, the APR for these Balance Transfer promotional balances will increase to a variable rate calculated using the variable rate formula with a margin of 5.99 percentage points; this currently results in an APR of **9.24%**.

Promotional Offer ID: **BKSV-NX53N**

The Promotional APR is **0.00%** (0.000000% DPR).

This Promotional Offer applies to Balance Transfers, Direct Deposit Cash Advances and Check Cash Advances bearing this Promotional Offer ID (each is an "eligible transaction" for this Promotional Offer).

This Offer applies to eligible transactions posting to your account beginning the first day following your statement Closing Date in July 2011 through September 14, 2011. This Promotional APR ends on your statement Closing Date in May 2012. Direct Deposits and Check Cash Advances bearing Offer ID BKSV-NX53N that receive this Promotional Offer will post to your account as Balance Transfers.

When this Promotional APR ends, the APR for these Balance Transfer promotional balances will increase to a variable rate calculated using the variable rate formula with a margin of 5.99 percentage points; this currently results in an APR of **9.24%**.

Promotional Offer ID: **BKSV-NX53Q**

The Promotional APR is **0.00%** (0.000000% DPR).

This Promotional Offer applies to Balance Transfers, Direct Deposit Cash Advances and Check Cash Advances bearing this Promotional Offer ID (each is an "eligible transaction" for this Promotional Offer).

This Offer applies to eligible transactions posting to your account beginning the first day following your statement Closing Date in August 2011 through October 15, 2011. This Promotional APR ends on your statement Closing Date in June 2012.

When this Promotional APR ends, the APR for these Balance Transfer promotional balances will increase to a variable rate calculated using the variable rate formula with a margin of 5.99 percentage points; this currently results in an APR of **9.24%**.

Current Rates

Your current rate is the rate that will apply to transactions that are not subject to an Introductory or a Promotional Rate.

Purchases:

The APR for Purchases is a variable rate calculated using the variable rate formula with a margin of 5.99 percentage points; this currently results in an APR of **9.24%** (0.025315% DPR).

Balance Transfers:

The APR for Balance Transfers is a variable rate calculated using the variable rate formula with a margin of 5.99 percentage points; this currently results in an APR of **9.24%** (0.025315% DPR).

Direct Deposit and Check Cash Advances:

The APR for Direct Deposit and Check Cash Advances is a variable rate calculated using the variable rate formula with a margin of 12.74 percentage points; this currently results in an APR of **15.99%** (0.043808% DPR).

Bank Cash Advances:

The APR for Bank Cash Advances is a variable rate calculated using the variable rate formula with a margin of 15.99 percentage points; this currently results in an APR of **19.24%** (0.052712% DPR).

Rates for Protected Balances

When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

Your account does not currently have any Protected Balances.

HOW TO CALCULATE VARIABLE RATES

Variable Rates are calculated by adding together an index and a margin. The applicable margins are disclosed above in the section titled, *Interest Rates - Annual Percentage Rates (APRs)*.

This index is the highest U.S. Prime Rate as published in the "Money Rates" section of The Wall Street Journal on the last publication day of each month. The index used to calculate these variable rates is **3.25%** and was published on **July 31, 2011**.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum

Payment Due. If The Wall Street Journal does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

HOW TO AVOID PAYING INTEREST ON PURCHASES: Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.

HOW WE WILL CALCULATE YOUR BALANCE: Average Daily Balance (including new Purchases).

MINIMUM INTEREST CHARGE: If you are charged interest, the charge will be no less than \$1.50.

TRANSACTION FEES

We will assess the following Transaction Fees to your account in the same category to which the transaction is posted:

If you obtain an ATM Cash Advance, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you obtain a Balance Transfer, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Balance Transfer (Fee: Min. \$10.00).

If you obtain a Cash Equivalent, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you obtain a Check Cash Advance, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you obtain a Direct Deposit, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you make a Foreign Transaction, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Foreign Transaction. This is in addition to any other applicable transaction fees. Foreign Transaction means any transaction made in a foreign currency, and any transaction made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include for example, online purchases from foreign merchants.

If you obtain an Overdraft Protection Cash Advance, we will assess a transaction fee of \$10.00 for each such Cash Advance.

If you obtain an Over the Counter Cash Advance, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you obtain a Same-Day Online Cash Advance, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you make a Wire Transfer Purchase, we will assess a transaction fee equal to 3.00% of the U.S. dollar amount of each such Purchase (Fee: Min. \$10.00).

ACCOUNT FEES

The following fees are assessed as Purchases in the billing cycle in which the fees accrue:

A Late Fee of \$25.00 if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. If a late fee was assessed any time in the prior six billing cycles, then the amount of the late fee will be \$35.00. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. If your balance is \$100 or less on the Payment Due Date, we will not assess a Late Fee.

A Returned Payment Fee of \$25.00 if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment). The Returned Payment Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee.

A Returned Access Check Fee of \$25.00 if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment. The Returned Access Check Fee will not exceed the dollar amount of the access check.

A Copy Fee of \$5.00 for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and one sales draft will be provided for free.

An Abandoned Property Fee equal to any costs incurred by us for complying with state abandoned property laws, unless prohibited by applicable law.

OTHER INFORMATION: For the complete terms and conditions of your account please consult your Credit Card Agreement. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

EXHIBIT A-8



Alphonse F. Calvanese
393 Green Hill Rd.
Longmeadow, MA 01106-2943

Alphonse F. Calvanese
Credit card ending 7675

Date
September 2013

Account information
bankofamerica.com

Customer service
1.800.732.9194

Summary Page
Page 1 of 2

Beginning in December 2013, some of the terms of your credit card are changing.

Please look below for a brief overview of what's changing in December. These changes will only affect you if your monthly payment is late, if you make certain types of transactions, or if you just make minimum monthly payments. For more detail about each change, see the enclosed materials.

What you need to know

Your Current Payment will now be at least \$25, unless your balance is less than \$25. The Current Payment is part of the minimum payment you must make every month. You can find your Minimum Payment Due on the first page of your credit card statement.

Transaction Fees for your most common credit card transactions aren't changing, but fees for the following less frequently used transactions are increasing:

- ATM Cash Advances
- Over the Counter (OTC) Cash Advances
- Wire Transfer Purchases
- Cash Equivalents
- Same-Day Online Cash Advances

The fee for these transactions will be 5% of the transaction amount or a minimum of \$10 when the transaction amount is less than \$200. You can see definitions of these transactions on page 2.

Your current Annual Percentage Rate (APR) isn't changing, but if you make a late payment, we may apply a Penalty APR for new transactions to your credit card. We'll let you know at least 45 days in advance if we plan to apply this rate, and we'll review your account periodically to determine if the rate can be reduced.

We're updating language in your card agreement to clarify how payments are applied and the use of your account with a smartphone or other mobile device.

How we can help

If you have questions about these changes or would like help with credit card payments or fee information, please call us at the number in the upper right corner of this notice. We're happy to help.

If you'd prefer not to accept the change to Transaction Fees, you can reject this change.

If you choose to do so, we'll need to close your credit card account, and you'll need to continue making your minimum monthly payments until your balance is paid in full. Please call us at 1.866.300.5392 by December 13, 2013 if you'd like to reject this change and close your account.

You may get more than one copy of this notice.

Sorry for the extra paper, but to be safe, we send a notice for each account you have with us.

Want to make sure your payments are on time?

It's easy to set up monthly credit card payments online at bankofamerica.com or sign up for Alerts that remind you when your payment is due.

More details about these changes

We're providing additional information below to make sure you understand how these changes affect your credit card account and to help you make informed decisions.

Understanding the change to your Current Payment

Even though we're raising the minimum amount of your Current Payment to \$25, the way it's calculated isn't changing. Your Current Payment is still 1% of your balance, plus late fee and interest charges. Your Total Minimum Payment Due includes your Current Payment and all past due amounts.

For example, if you have a \$1,000 balance and there are no late fees, then:

\$ 10 (1% of \$1,000 balance)
 + 12 (14.99% monthly interest)
 \$ 22 total

In this example, since the \$22 total is less than \$25, you would need to pay at least the \$25 minimum payment due. Keep in mind that when your balance is less than \$25, your minimum payment due will be less than \$25 as well.

As always, Late Fees are never more than the Total Minimum Payment Due. However, because the minimum payment due is increasing, some of your Late Fees may be higher than they previously were. In any case, a Late Fee will never be more than \$35.

Transactions with amended fees

See the attached *Amendments to Your Credit Card Agreement* for more about changes related to the following transaction types:

- **ATM Cash Advance** – the use of your credit card for a cash withdrawal from an automated teller machine.
- **Over the Counter (OTC) Cash Advance** – the use of your card or account number for transactions such as cash, money orders, wire transfers, or travelers checks from any financial institution; or cash from a non-financial institution.
- **Wire Transfer Purchase** – the use of your card or account number to purchase a wire transfer from a non-financial institution.
- **Cash Equivalents** – the use of your card or account number to purchase: foreign currency, money orders, or travelers checks from a non-financial institution; or person-to-person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds.
- **Same-Day Online Cash Advance** – a same-day online funds transfer from your credit card account to a deposit account.


Important Changes to Your Account Terms

The following is a summary of a change that we are making to your account terms. This change will take effect on December 14, 2013. You have the right to reject the change to Transaction Fees by calling us toll-free at 1.866.300.5392 by December 13, 2013. If you reject this change, your account will be closed, and you will need to continue to make your minimum monthly payments until your balance is paid in full. For more information on this change, see the enclosed *Amendments to Your Credit Card Agreement*.

Alphonse F. Calvanese

Credit card ending 7675

Date
September 2013

Account information
bankofamerica.com

Revised Terms as of December 14, 2013	
Transaction Fees:	
• ATM Cash Advance	5% of the amount of each transaction (Fee: Min. \$10)
• Cash Equivalents	5% of the amount of each transaction (Fee: Min. \$10)
• Over the Counter Cash Advance	5% of the amount of each transaction (Fee: Min. \$10)
• Same-Day Online Cash Advance	5% of the amount of each transaction (Fee: Min. \$10)
• Wire Transfer Purchase	5% of the amount of each transaction (Fee: Min. \$10)

The following is a summary of a change that we are making to your account terms. This change will take effect on December 12, 2013. For more information on this change, see the enclosed *Amendments to Your Credit Card Agreement*.

Revised Terms as of December 12, 2013	
Penalty APR and When it Applies	<p>Up to 29.99%, based on your creditworthiness.</p> <p>This Annual Percentage Rate (APR) will vary with the market based on the Prime Rate.</p> <p>This APR may be applied to new transactions on your account if you:</p> <ul style="list-style-type: none"> • Make a late payment <p>How long will the Penalty APR apply?</p> <p>If your APRs are increased for this reason, the Penalty APR will apply indefinitely.</p>

Over, please.

Total Minimum Payment Due

The following is a summary of a change that we are making to your account terms. This change will take effect on December 12, 2013 and will first apply to the payment due in January 2014. For more information on this change, see the enclosed *Amendments to Your Credit Card Agreement*.

The Current Payment portion of the Total Minimum Payment Due will not be less than \$25 (previously \$15) for a statement period, unless your balance is below \$25. Your Current Payment is 1% of your balance, plus late fee and interest charges, unless that amount is less than \$25. If that amount is less than \$25, the Current Payment will be \$25. Your Total Minimum Payment Due includes your Current Payment and all past due amounts.



AMENDMENTS TO YOUR CREDIT CARD AGREEMENT

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

Alphonse F. Calvanese

Credit card ending 7675

Account information
bankofamerica.com

September 2013

Amendments
Page 1 of 4

TRANSACTION FEES

Amendment to Your Credit Card Agreement:

Effective December 14, 2013, the transaction fee we assess on each of the transactions identified below will be equal to 5% of each such transaction (Fee: Min. \$10):

- ATM Cash Advance
- Cash Equivalents
- Over the Counter Cash Advance
- Same-Day Online Cash Advance
- Wire Transfer Purchase

Rejection Instructions for Transaction Fees Amendment:

You have the right to reject this change. To reject you must meet the following requirements:

1. **Contact us.** Call us toll free at 1.866.300.5392 to reject this change.
2. **Deadline.** If we do not receive your rejection by December 13, 2013, your rejection will not be effective and the change in this notice will apply to your account as of the effective date.

Effect of Rejection: If you reject this change, it will not apply to your account; however, your account will be closed as of the date we process your rejection and you will need to continue making your minimum monthly payments until your balance is paid in full. As a reminder, if applicable, any accrued but unredeemed rewards or points will be forfeited upon account closure, and this account will no longer provide overdraft protection for linked deposit accounts.

PENALTY APR AND WHEN IT APPLIES

Amendment to Your Credit Card Agreement:

Effective on December 12, 2013, we are adding the following sections to your Credit Card Agreement.

PENALTY APR AND WHEN IT APPLIES

The Penalty APR is the APR(s) which may be applied to new Purchases, Balance Transfers, and Cash Advances, for certain default occurrences as described below.

We may increase the APRs on new transactions up to the Penalty APR, based on your creditworthiness, each time a Total Minimum Payment Due is not received by its applicable Payment Due Date. We may elect to set your APRs for Purchases, Balance Transfers, Direct Deposit and Check Cash Advances, and Bank Cash Advances to different Penalty APRs. We will provide you with a minimum of 45 days advance notice. An increased Penalty APR will remain in effect indefinitely.

Penalty APRs are variable rates calculated using the variable rate formula with a margin of up to 26.74 percentage points; this currently results in an APR of **29.99%** (0.082164% DPR). The calculated Penalty APR using this variable rate formula will not exceed 29.99%.

RATES FOR PROTECTED BALANCES

When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

HOW TO CALCULATE VARIABLE RATES

Variable Rates are calculated by adding together an index and a margin. The applicable margins are disclosed in the section of your Credit Card Agreement titled, *Interest Rates - Annual Percentage Rates (APRs)*.

This index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last publication day of each month. As of **July 31, 2013**, the index used to calculate these variable rates was **3.25%**.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

TOTAL MINIMUM PAYMENT DUE**Amendment to Your Credit Card Agreement:**

This change will be effective with the minimum payment that is calculated based on your balance for the billing cycle that closes on December 12, 2013. The change to your minimum payment will first apply to the payment due in January 2014.

TOTAL MINIMUM PAYMENT DUE

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment.

The Current Payment for each billing cycle includes three amounts: (1) 1.00% of your balance (your New Balance Total except for any new interest charges and any new Late Fee), and (2) new interest charges, and (3) any new Late Fee. Your Current Payment will not be less than \$25. We round the payment amount down to the nearest dollar.

The Total Minimum Payment Due will not be greater than your New Balance Total. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

OTHER UPDATES TO YOUR CREDIT CARD AGREEMENT

We are changing the section title in the current section titled, Calculation of Interest Charges, and are updating the language in the following sections to clarify how payments are applied:

CALCULATION AND BILLING OF INTEREST CHARGES

We calculate interest by multiplying each Balance Subject to Interest Rate by its applicable DPR and that result is multiplied by the number of days in the billing cycle. Interest is calculated and posted to the applicable Purchase, Balance Transfer or Cash Advance balance on the last day of the billing cycle after all other transactions have posted and payments have been allocated.

PAYING INTEREST

When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous billing cycles. Interest will continue to accrue even though you have paid the full amount of any related balances because we include any accrued but unpaid interest in the calculation of each Balance Subject to Interest Rate.

We will not charge you any interest on Purchases if you always pay your entire New Balance Total by the Payment Due Date. Specifically, you will not pay interest for an entire billing cycle on Purchases if you Paid in Full the two previous New Balance Totals on your account by their respective Payment Due Dates; otherwise, each Purchase begins to accrue interest on its transaction date or the first day of the billing cycle, whichever date is later.

We will begin accruing interest on Balance Transfers and Cash Advances on the transaction date. The transaction date for access checks is the date the check is first deposited or cashed. The

transaction date for a Returned Payment is the date that the corresponding payment posted to your account.

New Balance Total means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement.

Pay in Full or Paid in Full means payments and credits in a billing cycle totaling at least your previous billing cycle's New Balance Total.

Your Payment Due Date will be at least 25 days from your statement Closing Date and will fall on the same calendar day each month.

HOW WE ALLOCATE YOUR PAYMENTS

Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

We are also updating language in your Credit Card Agreement to clarify the use of your account with a smartphone or other mobile device.

We are updating the following definitions:

Purchase means the use of your card or account number (including through the use of an enabled mobile device) to:

Cash Equivalents: by the purchase of foreign currency, money orders or travelers checks from a non-financial institution, or person-to-person money transfers, bets, lottery tickets, casino gaming chips, or bail bonds with your card or account number (including through the use of an enabled mobile device);

We are adding a new section to the Credit Card Agreement following the section titled, Types of Transactions:

YOUR CREDIT CARD ACCOUNT AND YOUR MOBILE PHONE OR OTHER MOBILE DEVICES

Smart phones, some tablets or other mobile devices (a "mobile device") can download, store, and/or access account information, for instance through a mobile wallet, that may enable you to use the mobile device to purchase goods or services, make a balance transfer, or make a cash advance.

In certain instances, those transactions will replicate using your card to make a transaction on the internet with your computer. In other instances, the phone or mobile device will act as if it were a credit card itself. Applications that enable your mobile device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.

When your credit card account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone your phone, or other mobile device, that can be the same as giving that person your credit card.

We are updating the language in the following section:

PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to your account as an authorized user; (2) by lending or otherwise intentionally making your card, account number, or credit device accessible to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying

that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any Purchases, Balance Transfers, Cash Advances, and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the card or other credit device.

Amendments
Page 4 of 4

We are making the changes to the Transaction Fees, Penalty APR and Total Minimum Payment Due sections because of a change in our business practices.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning FIA Card Services, N.A., 1100 N. King Street, Wilmington, DE 19884, is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.